

E-filing

1 Laurence F. Padway, SBN #89314  
2 Gayle Godfrey Codiga, SBN # 114715  
3 Law Offices of Laurence F. Padway  
4 1516 Oak Street, Suite 109  
5 Alameda, California 94501  
6 Telephone: (510)814-0680  
7 Facsimile : (510)814-0650

5 Eugene R. Oreck, SBN #67040  
6 Oreck and Oreck  
7 1939 Harrison Street, #320  
8 Oakland, California 94612  
9 Telephone: (510) 444-1555  
10 Facsimile : (510) 836-3136

11 Attorneys for plaintiff

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ADR

No.

CO7-05537 EMC

14 JEANETTE SANDERS,

16 Plaintiff,

15 COMPLAINT FOR  
17 YMCA OF THE EAST BAY LONG  
18 TERM DISABILITY POLICY

19 Defendant

20 UNUM LIFE INSURANCE  
21 COMPANY,

22 Real Party In Interest

25 Comes now the plaintiff, demanding a trial by jury, and alleging of defendant as  
26 follows:

27 //

28 //

ORIGINAL  
FILED  
OCT 31 2007  
RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

1 JURISDICTION  
23 1. This suit seeks review of a failure to extend benefits under a long term disability  
4 plan covered by ERISA, 28 U.S.C. 1132. Federal jurisdiction arises under 38 U.S.C. 1132(f).  
56 FACTS  
78 2. Plaintiff Jeanette Sanders was employed by the YMCA of the East Bay in Oakland,  
California, until she became disabled in September, 2002.  
910 3. Plaintiff Jeanette Sanders is a beneficiary of the YMCA of the East Bay which  
11 resides within this judicial district. The plan is covered by the Employee Retirement Income Security  
12 Act of 1972. The long term disability policy number is 507767 001.  
1314 4. Real party in interest, UNUM Life Insurance of America is a corporation which  
15 acts as a fiduciary of the plan and has taken over as the decision-maker of disability benefits under  
16 the plan. Said defendant delegated its duties to administer claims to UnumProvident Corporation.  
1718 5. In 2002, while employed by the YMCA of the East Bay, plaintiff became disabled  
19 as the result of illness, including septicemia and lupus. She has been unable to work since that time.  
2021 6. Defendant paid benefits to Ms. Sanders from 2002 until October, 4, 2004, at which  
22 time defendant terminated benefits alleging that plaintiff was no longer disabled for any occupation.  
2324 7. On January 24, 2005 Jeanette Sanders filed suit against UNUM Life Insurance Co  
25 case number C06-0453-WHA for Bad Faith, Intentional Infliction of Emotional Distress and Breach  
26 of Contract.  
27

28 8. On October 3, 2005 the parties stipulated to a reassessment program through Unum

1 Life Insurance Co. and the action was stayed under the Multistate Claim Reassessment Program.  
2 Plaintiff accepted that offer. Under the terms of the Reassessment program, plaintiff waived his right  
3 to pursue legal remedies against UnumProvident to the extent that benefits were paid as a result of the  
4 reopening of the claim. However, plaintiff retained her right to sue to the extent that benefits were  
5 not paid to him as a result of the reassessment process.

6

7 9. On April 24, 2006 the case was dismissed by stipulation and Jeanette Sanders  
8 would be reassessed by UNUM Life Insurance Co.

9

10 10. The statute of limitations relevant to this lawsuit was stayed as a result of  
11 plaintiff's participation in the reassessment program.

12

13 11. Plaintiff submitted additional reports to UnumProvident in connection with the  
14 reassessment process, and otherwise substantially complied with the terms of the program. There has  
15 been additional information submitted to UnumProvident. .

16

17 12. UNUM Life Insurance company refused to reassess Plaintiff's claim.

18

19 13 As a proximate result thereof, plaintiff has been damaged by failure to pay policy  
20 benefits in the sum of \$1,352.00 per month from October 4, 2004 through August 2, 2007 ( her 65<sup>th</sup>  
21 birthday). The loss of benefits total is \$44,616.00

22

23 14. Plaintiff has been compelled to retain counsel to collect the benefits owed, and is  
24 entitled to reasonable attorney fees under ERISA in an amount dependent upon the extent of litigation  
25 required and estimated at \$150,000 through trial

26

27 27 Wherefore, plaintiff prays for relief as set forth below:  
28

1           1. For benefits, past and future, for long term disability as provided by the term of the  
2 plan in the amount of \$46,616.00;

3

4           2. For attorneys fees of \$150,000 or according to proof:

5

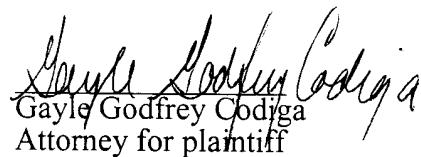
6           3. For such other relief as the court deems just and proper.

7

8           Dated: October 30, 2007

9

10

11             
12           Gayle Godfrey Codiga  
13           Attorney for plaintiff

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28